

**SURFACE LEASE**

(For purposes accessing, storing, removing and transporting water)

**STATE OF WEST VIRGINIA****COUNTY OF MARSHALL****Lessor:** Roger H. Hall, Jr.**Address:** RD 2 Box 87-B, Proctor, WV 26055**Lessee:** Gastar Exploration USA, Inc.**Address:** 1331 Lamar Street, Suite 1080, Houston, TX 77010**Effective Date:** October 12, 2010

Jan Pest  
 MARSHALL County 01:34:35 PM  
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 Recording Fee \$5.00  
 Additional \$6.00

For adequate consideration, Lessor, grants, leases, and lets to Lessee, the following lands located in the county and state named above (the "Lands"), for the purposes and subject to the terms and conditions provided in this Lease:

**257.5 acres, more or less, being located in the Franklin District of Marshall County, West Virginia and being the same property more particularly described in that certain deed dated December 19, 1989, from Dale W. Gardner and Patricia L. Gardner to Roger H. Hall, Jr. filed in Deed Book 549, Page 345 of the official records of Marshall Co., West Virginia. (Lands are further identified as being Tax Map 17, Parcel 8.)**

The Lands are hereby leased to the Lessee for the purpose of allowing Lessee the uninterrupted right to store, transport, use and obtain water, from the above described property. Lessee shall be permitted to use such access as is reasonably necessary for its purposes, which may include, but are not limited to, the transport and removal of water and the placement and transport of heavy equipment, pumps, flowlines, tanks, fixtures, machinery and/or oversize vehicles over, on, or across the lease premises, all in connection with or as desired by Lessee as an incident to Lessee's oil and gas operations in Marshall County, West Virginia.

Lessee is granted the full right of ingress and egress to and from the Lands and the right, at any time and from time to time, to remove from the Lands all, pumps, tanks, machinery, fixtures, or any other structures or property placed on the Lands by Lessee.

Within thirty (30) days of the effective date, Lessee shall tender to Lessor a rental of \$1,000.00. This rental shall keep this lease in effect for a period of three (3) years from the effective date. On or before the three (3) year anniversary of this Lease, Lessee may tender an additional rental payment of \$1,000.00. This Additional payment shall serve to extend the term of this lease an additional three (3) years from the expiration of the first three (3) year period. Lessee shall have the continuing right to extend this lease in three (3) year increments by paying Lessor \$1,000.00 prior to the expiration of the then current three (3) year period.

Lessor agrees that in the event Lessee desires to use water from Lessor's pond(s) located on the lease premises, Lessee shall have the full right to enlarge, maintain, clean out, deepen and repair the pond(s) and the further right to use any existing access roads of Lessor to access the same. Lessor agrees that if Lessee uses a pond to obtain water, Lessee shall not need to maintain a minimum water level. Lessor also agrees that all temporary flow (water) lines used to pump water out of and from said ponds may be laid on the surface and not buried. Lessee shall have full right to use as much water as is available and shall have no obligation to refill or replace any water that is removed from the lease premises and/ponds.

Lessee agrees to pay Lessor in addition to the 3 year rental payment referenced above a one-time bonus payment in the amount of \$ 2000.00 upon the execution of this lease.

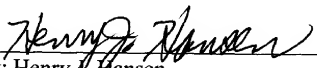
Lessee hereby agrees and acknowledges that Lessor will not be held liable for any of Lessee's operations under this lease, and Lessee will repair any damages caused as a result of its operations on the land.


The terms and conditions of this Lease shall be binding on the successors and assigns of both the Lessor and Lessee.

This Surface Lease is signed by Lessor and Lessee as of the date of the acknowledgment of their respective signatures below, but is deemed effective for all purposes as of the Effective Date stated above.

**GASTAR EXPLORATION USA, INC.**

**Lessor**

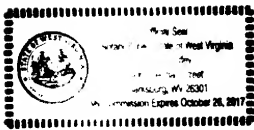
  
By: Henry J. Hansen  
Its: Vice President of Land

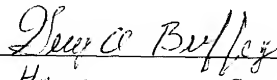
  
Roger H. Hall, Jr.

# ACKNOWLEDGEMENTS

STATE OF WEST VIRGINIA,  
COUNTY OF MARSHALL, to-wit:

The foregoing instrument was acknowledged before me this 12 day of October, 2010, by Roger H. Hall, Jr.



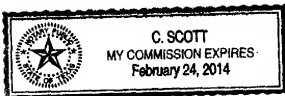
  
Harrison County, West Virginia  
My commission expires: 10-26-2017

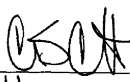
STATE OF TEXAS  
COUNTY OF HARRIS, to-wit:



The foregoing instrument was acknowledged before me this the 20th day of OCTOBER, 2010, by Henry Hansen, Vice President of Land of Gastar Exploration USA, Inc., a Michigan Corporation, for and on behalf of said corporation by exercise of authority duly given.

(NOTARIAL SEAL)



  
Harris County, Texas  
My commission expires: 2-24-2014

This Instrument was prepared by Gastar Exploration USA, Inc. After recording please return to Gastar Exploration USA, Inc., 1331 Lamar, Suite 1080, Houston, TX 77010.

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 12th day of October, 2010, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 1st day of November, 2010, at 1:34 o'clock P.M.

TESTE:  Clerk.